

U.S. DEPARTMENT OF AGRICULTURE  
FOREST SERVICE

**INTEGRATED RESOURCE CONTRACT**

(Applicable to Contracts with Measurement before Harvest)

Name of Contractor

**National Forest**

Allegheny

**Ranger District**

Bradford

**Region**

Eastern

**Contract Number**

**Contract Name**

QUEEN NORTH SC

**Award Date**

**Termination Date**

09/30/2014

The parties to this contract are The United States of America, acting through the Forest Service, United States Department of Agriculture, hereinafter called Forest Service, and \_\_\_\_\_ hereinafter called Contractor.

Unless provided otherwise herein, Forest Service agrees to sell and permit Contractor to cut and remove Included Timber and Contractor agrees to purchase, cut, and remove Included Timber and complete required stewardship projects.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the award date.

**UNITED STATES OF AMERICA**

Two Witnesses:<sup>2/</sup>

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
Contracting Officer

\_\_\_\_\_  
(Title)

By: \_\_\_\_\_  
(Contractor) <sup>3/</sup>

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Business Address)

I, <sup>4/</sup>\_\_\_\_\_, certify that I am the \_\_\_\_\_  
Secretary of the corporation named as Contractor herein; that \_\_\_\_\_  
who signed this contract on behalf of Contractor, was then \_\_\_\_\_  
of the corporation; that the contract was duly signed for and in behalf of the corporation by authority of its governing body, and is  
within the scope of its corporate powers.

\_\_\_\_\_  
**CORPORATE  
SEAL** <sup>5/</sup>

INSTRUCTIONS:

- 1/ If Contractor is a corporation, state a "corporation organized and existing under the laws of the State of \_\_\_\_\_" and specify the State; if Contractor is a partnership, state a "partnership consisting of \_\_\_\_\_" and specify the names of each partner; and if Contractor is a sole proprietor doing business under an assumed name, state "(n) individual doing business under the name of \_\_\_\_\_ City of \_\_\_\_\_, State of \_\_\_\_\_."
- 2/ The signatures and addresses of two witnesses are required if Contractor is other than a corporation.
- 3/ If Contractor is a co-partnership, the signatures should be: XYZ Company, by John Doe, a member of the firm. If Contractor is a corporation, form of signature should be: XYZ Company, by John Doe, President (or other officer or agent) and the seal of the corporation must be impressed or indicated.
- 4/ The certificate must be completed if Contractor is a corporation.
- 5/ For companies incorporated in States that require a corporate seal, if the corporation has no corporate seal that fact shall be stated, in which case a scroll or adhesive seal shall follow the corporate name.

EXAMPLE 1/	
<div>Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion</div> <div>Contract Name: _____ National Forest: _____</div> <div>The prospective subcontractor (participants in lower tier covered transactions) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency.</div> <div>Where the prospective subcontractor is unable to certify to any of the statements in this certification, such prospective subcontractor shall attach an explanation to this proposal.</div> <div>Name of Subcontractor: _____ Business Address: _____ _____</div> <div><div>_____</div><div>Date</div><div>_____</div><div>Signature</div></div> <div>1/ It is Contractor's responsibility to have subcontractors complete this certification and to maintain a file of completed certifications. This certification does not need to be returned to the Forest Service, except at the written request of the Contracting Officer.</div>	

**AT.1 - Location and Area**, applicable to BT.1

WARRANTS 5230, 5231, LIMESTONE TOWNSHIP, WARRANTS 3017, 3064, 3103, 3134, WATSON TOWNSHIP, WARREN COUNTY,  
PENNSYLVANIA

[illegible]

**Contract FS-2400-13T, (9/04)**

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AT.3- Timber Designations, applicable to CT.3; acres are approximate:

	Number	Acres
Clearcutting Units (CT.3.1)		
Specified Road Clearing (CT.3.2)		
Overstory Removal Units (CT.3.3)		
Understory Removal Units (CT.3.4)		
Individual Trees (CT.3.5)		196
Incompletely Measured Payment Units (CT.3.6)		

**AT.4 - Timber Payment Rates**, applicable to DT.1 and ET.0

**AT.4.1 - Escalated Rates**, applicable for Species and Products to be Paid for at Rates Escalated under DT.2

Species	Product	Unit of Measure	Rates per Unit of Measure					Base Index
			Base \$	Advertised \$	Bid Premium \$	Bid (Tentative) \$	Required Deposits Slash Disposal \$	
Not Applicable								

**AT.4.2- Flat Rates**, applicable for Species and Products to be Paid for at Flat Rates

Species	Product	Unit of Measure	Rates per Unit of Measure				
			Base \$	Advertised \$	Bid Premium \$	Bid (Flat) \$	Required Deposits Slash Disposal \$
Black Cherry	Sawtimber	CCF	164.73	431.34			.00
Beech	Sawtimber	CCF	1.00	1.00			.00
Sugar Maple	Sawtimber	CCF	16.01	40.43			.00
Hemlock	Pulpwood	CCF	1.00	1.00			.00
Hardwood/Other	Pulpwood	CCF	1.00	1.00			.00

For purposes of convenience in collection and bookkeeping, Bid Rates stated in AT.4 include payment of deposits for contract area betterment required pursuant to 16 USC 576b. Such deposits are not included as Required Deposits defined hereunder.

## AT.4.3 - Schedule of Payment Units

Pay- ment Unit No.	App rox. Acres	To be Escalated under AT.4.1				Total Tentative Payment \$	To be Paid for at Flat Rates under AT.4.2				Total Flat Rate Payment \$	Total Required Deposits for Slash Disposal \$
		Species	Product	Qty	UOM		Species	Product	Qty	UOM		
01	38						Black Cherry	Sawtimber	222.00	CCF		.00
							Beech	Sawtimber	6.00	CCF		
							Sugar Maple	Sawtimber	41.00	CCF		
							Hardwood/Other	Pulpwood	314.00	CCF		
							Total PU Quantity And Value		583.00	CCF		
02	28						Black Cherry	Sawtimber	145.00	CCF		.00
							Beech	Sawtimber	11.00	CCF		
							Sugar Maple	Sawtimber	14.00	CCF		
							Hemlock	Pulpwood	19.00	CCF		
							Hardwood/Other	Pulpwood	160.00	CCF		
							Total PU Quantity And Value		349.00	CCF		
03	29						Black Cherry	Sawtimber	111.00	CCF		.00
							Beech	Sawtimber	21.00	CCF		
							Sugar Maple	Sawtimber	32.00	CCF		
							Hardwood/Other	Pulpwood	155.00	CCF		
							Total PU Quantity And Value		319.00	CCF		
04	26						Black Cherry	Sawtimber	156.00	CCF		.00
							Beech	Sawtimber	3.00	CCF		
							Sugar Maple	Sawtimber	16.00	CCF		
							Hardwood/Other	Pulpwood	165.00	CCF		
							Total PU Quantity And Value		340.00	CCF		
05	16						Black Cherry	Sawtimber	43.00	CCF		.00
							Beech	Sawtimber	17.00	CCF		
							Sugar Maple	Sawtimber	18.00	CCF		
							Hardwood/Other	Pulpwood	80.00	CCF		
							Total PU Quantity And Value		158.00	CCF		
06	33						Black Cherry	Sawtimber	138.00	CCF		.00
							Beech	Sawtimber	28.00	CCF		
							Sugar Maple	Sawtimber	19.00	CCF		
							Hemlock	Pulpwood	12.00	CCF		
							Hardwood/Other	Pulpwood	278.00	CCF		
							Total PU Quantity And Value		475.00	CCF		
07	9						Black Cherry	Sawtimber	0.00	CCF		.00
							Beech	Sawtimber	13.00	CCF		
							Sugar Maple	Sawtimber	9.00	CCF		
							Hardwood/Other	Pulpwood	57.00	CCF		
							Total PU Quantity And Value		79.00	CCF		
08	17						Black Cherry	Sawtimber	4.00	CCF		.00
							Beech	Sawtimber	8.00	CCF		
							Sugar Maple	Sawtimber	18.00	CCF		
							Hardwood/Other	Pulpwood	88.00	CCF		
							Total PU Quantity And Value		118.00	CCF		

**AT.4.4 - Stewardship Credits**, applicable to ET.2.2 and KT-GT.9#

Mandatory Stewardship Projects					
Project Number	Project Description	Units of Measure	Quantity	Bid Rate \$	Total Credits
1	Invasive Plant Treatments	Acres	11.60		

Optional Stewardship Projects						
Priority	Project Number	Project Description	Units of Measure	Quantity	Bid Rate \$	Total Credits
		Not Applicable				

The following definitions are established for the terms used in AT.4:

**Base Rates** are the lowest rates of payment for timber that are authorized by this contract. Base Rates remain constant throughout the life of this contract and are not subject to change by rate redetermination, except for reduction under DT.3.1, DT.3.2, or DT.3.3.

**Advertised Rates** are the minimum acceptable Bid Rates for timber, exclusive of Required Deposits. These rates are those indicated by appraisal, with a cost allowance made for construction of Specified Roads listed in AT.7, but are never less than Base Rates.

**Bid Premium Rates** are the amounts by which Contractor's bid is in excess of Advertised Rates. The Bid Premium Rates are constant during this contract, except as provided in DT.3.1, DT.3.2, and DT.3.3.

**Bid Rates** are the rates bid by Contractor (exclusive of Required Deposits for slash disposal and road maintenance) and are the sum of Advertised Rates and Bid Premium Rates. Until a rate redetermination becomes effective, the Bid Rate for species and products in AT.4.1 is the Tentative Rate that is subject to quarterly adjustment under DT.2; for species and products in AT.4.2, the Bid Rate is the Flat Rate.

**Required Deposits** are deposits that Contractor may be required to pay for slash disposal (16 USC 490) and road maintenance (16 USC 537). Required Deposits may be adjusted as part of a rate redetermination or a Contract Term Extension. The table shows only Required Deposits for slash disposal; road maintenance deposits, if any, are given in KT-FT.3.2#.

**Base Index** is the specified average of the lumber or other product selling value index used as the basis for computing adjustment in rates for variance in product selling value, as provided in DT.2.

AT.5 - Indices Used in Quarterly Adjustment, applicable to DT.2

Species	Index Name and Date
Not Applicable	

AT.6 - High Stumps, applicable to GT.4.1.2

Species	Product	Maximum Stump Height (inches)
All	Sawtimber	14
All	Pulpwood	10



Name and Date of Governing Road Specifications: Federal Highway Administration Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects(2003)-english

Project		Design Class	Approx. Length (mi./km.)	Sheet Numbers and Approval Date	Performance Responsibility		
					Survey	Design	Construction Staking <sup>1/</sup>
119	WHEELER (R) (segment 0 to 4.5)	Single Lane - 15 mph	4.5 / 7.24	1 06/02/2011	FS	FS	FS BC
119A	WHEELER - A (R) (segment 0 to .77)	Single Lane - 15 mph	.77 / 1.24	2 06/02/2011	FS	FS	FS BC
119E	WHEELER - E (R) (segment 0 to .3)	Single Lane - 15 mph	.3 / .48	3 06/02/2011	FS	FS	FS BC

**AT.8 - Forest Service Engineering Completion Schedule**, applicable to FT.2.1

Road No.	Road Name	Type of Work	Completion Date
	Not Applicable		

April 01 to October 31, inclusive

### Initial Fire Suppression, applicable to HT.3

Within 25 road miles

Within 25 road miles

**Maximum Amount: \$ \$1,000**

## September 30, 2014

**First Period:** May 15 to March 01, inclusive

**Second Period:** \_\_\_\_\_ to \_\_\_\_\_, inclusive

**AT.14 - Performance Bond**, applicable to JT.1**Performance Bond Amount:** \_\_\_\_\_**AT.15 - Downpayment**, applicable to E.T.2.1.1**Downpayment Amount:** Not Applicable**AT.16 - Periodic Payment Amount**, applicable to ET.2.1.3

	<u>Periodic Payment Determination Date</u>	<u>Amount</u>
<b>Initial Payment:</b>	<u>N/A</u>	<u>N/A</u>
<b>Additional Payment:</b>	<u>N/A</u>	<u>N/A</u>

**AT.17 - Market-Related Contract Term Addition Producer Price Index**, applicable to IT.2.1.2**Index Name:** Wood Chips    **Index Number:** 211135**AT.18 - Inapplicable Provisions**

The following listed provisions are hereby made inapplicable. (Instructions: List by reference number and title.)

BET.2.1.5	DEPOSITS WHEN PAYMENT GUARANTEED
BIT.2.1.2	MARKET-RELATED CONTRACT TERM ADDITION

**AT.19 - List of Special Provisions in Part KT**

The following listed special provisions are attached to and made a part of this contract. Provisions with reference numbers followed by # contain blanks into which data have been entered for this contract. (Instructions: List by reference number, title, and date.)

KT-CT.3.0.1#	PROTECTED AREAS (06/2009)
KT-CT.3.5.5#	INDIVIDUAL TREES, CUT TREE MARKING (06/2009)
KT-ET.2.1.5	DEPOSITS WHEN PAYMENT GUARANTEED (05/2010)
KT-FT.1.2#	USE OF ROADS BY CONTRACTOR (09/2004)
KT-FT.1.3#	ROAD COMPLETION DATE (09/2004)
KT-FT.2.1.3#	DEPOSIT FOR RECONSTRUCTION ENGINEERING SERVICES (09/2004)
KT-FT.2.2.1#	MATERIAL SOURCES (09/2004)
KT-FT.3.1#	ROAD MAINTENANCE REQUIREMENTS (09/2004)
KT-FT.3.2#	ROAD MAINTENANCE DEPOSIT SCHEDULE (09/2004)
KT-FT.3.3#	SNOW REMOVAL (06/2009)
KT-GT.3.1.3#	CUTTING SCHEDULE (06/2009)
KT-GT.3.1.4#	OPERATING RESTRICTIONS (06/2009)
KT-GT.4.1.2	STUMP MARKS (06/2009)
KT-GT.4.2#	SKIDDING AND YARDING REQUIREMENTS (06/2009)
KT-GT.6#	EROSION PREVENTION VEGETATION (06/2009)
KT-GT.6.2#	SITE SPECIFIC WETLANDS PROTECTION MEASURES (09/2004)
KT-GT.7#	SLASH DISPOSAL MEASURES (06/2009)
KT-GT.9#	STEWARDSHIP PROJECTS (09/2004)
KT-HT.2	FIRE PRECAUTIONS (06/2009)
KT-IT.2.1.2	MARKET-RELATED CONTRACT TERM ADDITION (11/2008)